

any more than will be absolutely necessary. The Library Company will receive the benefit of all that is saved.

If compelled to buy another lot, sufficiently large, within the limits approved by complainants, I can hope to save nothing, and will be compelled to delay building for many years.

22. I deny that the intended site for the library will have the effect of preventing "the increase of the number of persons resorting to it," and thus prevent "the increase of its income," whereby "a large revenue" will be afforded "for the increase of the collection." But even if the site should have this effect, it will not frustrate the main intent of the testator, "who had observed large annual incomes in corporate bodies almost invariably lead to wasteful extravagance, and cause the institutions to be the prey of schemers," and who, therefore, determined to restrict that of the complainants. I deny that the "cardinal intent," or even the secondary intent, of the testator was to provide an income for the complainants, or to do more than secure for them a splendid building erected upon such site and in such manner as I should think "most expedient." He restricted their income to that ultimately to be derived from the annuity fund. The possibility of losing shareholders by an acceptance, will weigh with complainants when deciding that question, but cannot be assigned as a valid reason for asking a court of equity to annul Dr. Rush's will. I feel justified, however, in quieting the apprehensions of complainants that such of them as have recently bought stock at an advance of \$20, will forfeit it for non-payment of dues and thus diminish their income.

23. I am advised and therefore aver, that it is not the duty of the complainants, and that they have no right to apply for relief to this court. I therefore demur to so much of the bill as charges such right and duty, and to the whole of the relief prayed for, and assign the following grounds for such demurrer:—

I. There has been as yet no valid acceptance of the bequests of the will. There can be no binding agreement to accept them until after the entire completion of the building. Dr.